

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

**STEPHANIE GOETZ and
KEVIN MCGILL,
Individually and on Behalf of
All Others Similarly Situated,
Plaintiffs,**

V.

**SYNTHESYS TECHNOLOGIES, INC.,
ET AL.
Defendants.**

[illegible]

CIVIL ACTION NO. A-02-CA-081-JN

JURY TRIAL DEMANDED

Judge Nowlin

COLLECTIVE ACTION

UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT

Plaintiffs brought this suit pursuant to, among other things, the Fair Labor Standards Act (“FLSA”). The FLSA requires either the Court or the United States Department of Labor to approve the settlement of an individual’s FLSA claims in order for such a settlement to be valid. *See Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352-53 (11th Cir. 1982). Counsel for Plaintiff hereby certifies that the Settlement Agreement attached to this Motion as Exhibit A is in the best interest of the Plaintiffs as it enables Plaintiffs to recover unpaid wages without the necessity or delay of trial and possible appeals. The settlement was reached after several months of arm’s length negotiations and after significant discovery had been conducted. This settlement has been approved by each of the Plaintiffs.

Plaintiffs hereby request that the Court approve the settlement and enter the Agreed Stipulation of Dismissal filed herewith.

136

Respectfully submitted,



J. DEREK BRAZIEL

Texas Bar No. 00793380

EDWARDS & GEORGE LLP

208 N. Market Street, Suite 400

Dallas, Texas 75202

(214) 749-1400 Telephone

(214) 749-1010 Facsimile

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF CONFERENCE

The undersigned conferred with opposing counsel about this motion in an effort to avoid judicial intervention. Counsel was advised that Defendants are not opposed to this Motion.



J. DEREK BRAZIEL

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document was delivered by **FAX AND REGULAR MAIL** on the following:

Counsel for Defendants

Gary L. Lewis, Esq.
GEORGE & BROTHERS, L.L.P.
1100 Norwood Tower
114 West Seventh Street
Austin, Texas 78701

ON THIS 5th DAY OF MARCH, 2004.



J. DEREK BRAZIEL

EXHIBIT A

RELEASE, COVENANT NOT TO SUE, AND SETTLEMENT AGREEMENT

ARTICLE I.

Preamble

This Release, Covenant Not to Sue, and Settlement Agreement (the "Agreement") is entered into by and between STEPHANIE GOETZ, KEVIN MCGILL, THOMAS BIZZELL, ROLAND VELOZ, CAROL KUTRYB, RAPHAEL O'CAMPO, TREVOR BABYAK, LARISA ZLATIC, MARY SCHELTZ, LARRAINE HILLARD, JON PERCY, FRANK BAXTER, SUSAN FORD, and JEFFREY DUNNING on the one hand, individual, together with their heirs, agents, legal representatives, successors, affiliates, and assigns (hereinafter, "RELEASORS") and on the other hand, STI HEALTHCARE, INC. and PERSONAL ADMINISTRATORS, both corporations, together with their predecessors, successors, affiliates, subsidiaries, parent companies, DBA's, insurers, subcontractors, contractors, employees, former employees, directors, shareholders, members and any other related entities and PATTI O'MEARA and WALTER LOEWENBAUM, (hereinafter, "RELEASEES").

ARTICLE II.

Purpose

The rights and obligations set forth in this document are for the purpose of conclusively resolving and settling all matters of fact and things in controversy between RELEASEES and RELEASORS, including, but not limited to, any claims for relief that could have been made in the lawsuit styled *Stephanie Goetz and Kevin McGill, Individually and on behalf of all others similarly situated v. Synthesys Technologies, Inc., et al.* in the United States District Court for the Western District of Texas, Austin Division, Case No. A-02-CA-081-JN (hereinafter the "Lawsuit"), or any other court or legal forum whatsoever as of the effective date hereof. It is a further and equal purpose of this Agreement to resolve any and all disputes, controversies, or claims, including those for any personal injuries, that exist or may exist in the future between these parties, which arise out of facts or circumstances occurring in whole or in part on or before the effective date of this Agreement, whether facts regarding any such claims are presently known or unknown, and regardless of whether same may be claimed to exist under current or future laws or interpretation of law.

ARTICLE III.

Facts

RELEASEES and RELEASORS (the "Parties") stipulate to certain facts that relate to disputed claims and controversies between them as follows:

Section 3.1: RELEASEES deny any and all alleged violations of law, and any and all liability for the claims of RELEASORS alleged in the Lawsuit or otherwise.

Section 3.2: The terms of this Agreement are the product of negotiations between the Parties, and the Parties stipulate that the consideration given to support the obligations of this Agreement is the full consideration agreed to, and that neither has received any other promises, inducements, or concessions in support of the duties imposed.

Section 3.3: By entering into this Agreement, RELEASEES and RELEASORS stipulate and agree that they have resolved and settled any and all claims that were or could have been made to date between them in any legal forum, or otherwise, including, among other things, arising out of RELEASORS' employment, separation, or other relationship with RELEASEES including but not limited to all claims that were or could have been brought in the Lawsuit. RELEASEES and RELEASORS further stipulate and agree that entry into this Agreement does not constitute, for any purpose whatsoever, either directly or indirectly, an admission of any violation of law or contract or any other legal obligation whatsoever. This Agreement is entered into by RELEASEES and RELEASORS solely to avoid the expenses and uncertainties of litigation, and represents the compromise of disputed and contingent claims.

ARTICLE IV.

Consideration

Section 4.1: The total consideration in the amount of \$75,000.00 given by RELEASEES to RELEASORS under this Agreement consists of the following:

(a) Payment by RELEASEES Loewenbaum and/or STI Healthcare, Inc., to the individuals below in the amounts specified:

Thomas Bizzell	\$	5,320.03
Roland Veloz	\$	2,688.02
Carol Kutryb	\$	2,202.67
Raphael O'Campo	\$	3,195.70
Trevor Babyak	\$	1,371.79
Larisa Zlatic	\$	1,623.41
Mary Scheltz	\$	1,279.31
Lorraine Hillard	\$	1,361.45
Jon Percy	\$	1,147.60
Stephanie Goetz	\$	834.53
Kevin McGill	\$	2,029.48
Frank Baxter	\$	304.02
Susan Ford	\$	1,251.31
Jeffrey Dunning	\$	1,680.03
TOTAL	\$	26,289.35

(b) Payment from RELEASEES O'Meara and/or Personal Administrators to Defendant Stephanie Goetz of \$6,066.77.

(c) Payment to Edwards & George, LLP. of \$42,643.88 as attorneys fees and costs.

Section 4.2: The consideration under Section 4.1 will be mailed to RELEASORS' counsel of record within ten (10) business days of the date that RELEASEES' counsel of record receives this fully executed Agreement back from RELEASORS.

Section 4.3: This consideration is intended to satisfy any and all claims of RELEASORS for any and all claims, including, but not limited to, unpaid wages and overtime as recited herein. Additionally, RELEASORS acknowledge that this consideration is full and complete payment for all back wages and overtime that RELEASORS claim they are owed.

ARTICLE V.

Release and Covenants Not to Sue

Section 5.1: For and in consideration of the required acts and promises set forth in the text of this Agreement, RELEASORS hereby knowingly and voluntarily release and discharge RELEASEES, and their predecessors, successors, affiliates, subsidiaries, assigns, agents, officers, directors, shareholders, employees, former employees, attorneys, and related entities, from any and all claims, demands, causes of action, complaints or charges, known or unknown, of any kind or character, in tort, in contract, or under any other law or statute whatsoever, which RELEASORS have or might have as a result of, or in any way connected with RELEASORS' employment or separation of employment or other relationship with RELEASEES, including but not limited to wage or benefit-related claims (including without limitation, claims for adjusted compensation, bonus, severance, vacation, overtime pay, liquidated damages or violations of the Fair Labor Standards Act and/or Texas Labor Code, and/or Texas Payday Act) and including but not limited to any claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, the Americans With Disabilities Act, the Employee Retirement Income Security Act, as amended, The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, 42 U.S.C. § 1981, and all other local, state or federal laws relating to discrimination, denial or termination of any health benefit or benefits of any other kind, or any claims of breach or violation of public policy, wrongful, retaliatory or constructive discharge, promissory estoppel, fraud, fraudulent misrepresentation of concealment, retaliation, breach of the duty of good faith and fair dealing, unfair practices, intentional infliction of emotional distress, outrageous conduct, negligence, negligent misrepresentation or concealment, retaliation, wrongful or bad faith termination, defamation and other business or personal injury, or any other claims or rights to damages, whether contractual, liquidated, compensatory, exemplary, or punitive, or rights to or claims for injunctive or equitable relief, or rights to or claims for expenses, costs, fees, attorneys' fees, and all losses of any kind whatsoever, which the Parties have or might have by virtue of any fact(s), act(s) or event(s) occurring prior to the effective date of this Agreement. All such claims, if any, are hereby compromised, settled, and extinguished in their entirety.

Section 5.2: RELEASORS agree to immediately withdraw the Lawsuit and all claims therein with prejudice to RELEASORS' right to refile same or any part thereof, by executing the Agreed Motion to Dismiss and Agreed Order attached hereto as Appendix "A".

Section 5.3: RELEASORS and RELEASEES shall bear their respective costs and expenses, including attorneys' fees except as specified in Section 4.1 *supra*. RELEASORS agree not to reurge, reinstitute, or refile any of those claims or the otherwise released claims in any court or other legal forum in any jurisdiction whatsoever, nor shall any other court actions or other legal proceedings of any type seeking monetary recovery for RELEASORS be filed that are connected in any fashion to the employment or separation of employment of RELEASORS with RELEASEES, or for any personal injuries sustained, or by virtue of or related to any other facts, acts, or events occurring in whole or in part on or before the effective date of this Agreement.

ARTICLE VI.

Miscellaneous

Section 6.1: For and in consideration of the required acts and promises set forth in the text of this Agreement, RELEASORS recognize and understand that STI HEALTHCARE, INC. has entered into a license to use and maintain certain software originally created and developed by Synthesys Technologies, Inc. ("SYNTHESYS"). RELEASORS further recognize that STI HEALTHCARE, INC. currently possesses and makes use of certain physical assets, e.g., furniture and office equipment, that was or is owned by SYNTHESYS. RELEASORS stipulate and agree that they will take no action to collect on any judgment adverse to SYNTHESYS (including but not limited to the Amended Final Judgment in *Goetz, et al v. Synthesys Technologies, Inc. et al*; In the United States District Court for the Western District of Texas, Austin Division, Civil Action No. A-02-CA-081-JN) that would impair in any way STI HEALTHCARE, INC.'s use and enjoyment of the SYNTHESYS' license and/or the SYNTHESYS' physical assets. Furthermore, RELEASORS stipulate and agree that they will not at any time take any action as creditors (or otherwise) of SYNTHESYS to seek an involuntary petition for bankruptcy, appointment of a receiver or a related or similar action.

Section 6.2: RELEASORS agree, on behalf of themselves and their attorneys, that all terms and conditions contained herein are to remain strictly confidential and cannot be disclosed to anyone other than their respective attorneys and spouses. The confidentiality of the terms and conditions contained herein is part of the consideration inducing RELEASEES to enter into this Agreement. RELEASORS agree that they will not disclose or publish or cause to be disclosed or published the terms of this Agreement, or the terms of settlement, or the discussions and circumstances preceding this Agreement, or the details of the dispute that forms the basis of this Agreement, to any entity or person whatsoever, except as otherwise required by law. The only statement permitted by RELEASORS concerning the Lawsuit is that "The matter was resolved." This paragraph shall not limit RELEASORS' right to disclose the existence of this Agreement, including its terms and amount, to tax preparers and attorneys, or as otherwise required by law. RELEASORS agree that if they discloses any such information to tax preparers or attorneys, or as otherwise required by law, they will advise that person or entity of the terms of the confidentiality provision of the Agreement.

Section 6.3: RELEASORS and RELEASEES agree that they will not in any way disparage, defame, libel, slander, place in a negative light, or in any other way harm or attempt to

harm the reputation, goodwill or commercial interest of one another to any persons, including but not limited to current or former customers and employees, or members of the media.

Section 6.4: Upon entry of the Order of Dismissal, the doctrines of *res judicata* and collateral estoppel shall apply to all claims of RELEASORS with respect to all issues of law that were raised or could have been raised in the Lawsuit.

Section 6.5: This document contains the entire agreement between the Parties hereto, and supersedes any and all prior agreements or understandings, written or oral, as to the matters covered. No modifications or amendments to any of the terms, conditions, or provisions hereof may be enforced unless evidenced by a subsequent written agreement executed by all Parties hereto.

Section 6.6: The laws of the State of Texas shall govern the validity, construction, and enforcement of this Agreement.

Section 6.7: RELEASORS represent and warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of to any third party, by operation of law or otherwise, any action, cause of action, debt, obligation, contract, agreement, covenant, guarantee, judgment, damage, claim, counterclaim, liability, or demand of any nature whatsoever, relating to any matter covered by this Agreement.

Section 6.8: RELEASORS acknowledge that they were advised to and did consult with an attorney before signing this Agreement. RELEASORS represent and warrant that they are of lawful age; that have been given sufficient time to consider the Agreement; that they have read the Agreement in its entirety and understand the meaning and application of each of its paragraphs; and that they are signing of their own free will with the intent of being bound by the Agreement.

Section 6.9: In the event any party hereunder initiates litigation to enforce this Agreement, it is mutually agreed that venue of any such litigation shall be proper only in Travis County, Texas.

Section 6.10: Each party has been given an opportunity to participate in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the same shall not be construed against any party.

Section 6.11: If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, any such provision(s) shall be fully severable. In that event, the remainder of this Agreement shall thereafter be construed and enforced as if such illegal, invalid, or unenforceable provision(s) had never comprised a part hereof. In such case, the remaining provision(s) of this Agreement shall continue in full force and effect and shall not be affected by any such illegal, invalid, or unenforceable provision(s) or by severance herefrom.

Section 6.12: The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party, nor shall any waiver operate or be construed as a rescission of this Agreement. No breach of this

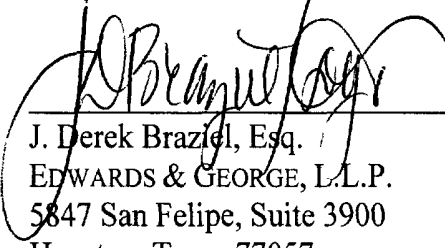
Agreement shall permit the non-breaching party to repudiate this Agreement or refuse or fail to perform any obligation required hereunder.

Section 6.13: This Agreement is executed in multiple originals, any of which may be used as evidence hereof.

Section 6.14: This Agreement is dated as of the date first written and is effective as provided herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Release, Covenant Not to Sue, and Settlement Agreement on the dates set forth below.

APPROVED AS TO FORM AND CONTENT:

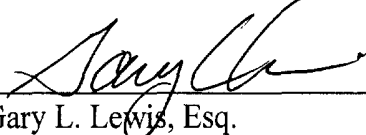


J. Derek Brazier, Esq.
EDWARDS & GEORGE, L.L.P.
5847 San Felipe, Suite 3900
Houston, Texas 77057

Telephone: (713) 339-3233

Facsimile: (713) 339-2233

ATTORNEY FOR RELEASORS



Gary L. Lewis, Esq.
George & Brothers, L.L.P.
1100 Norwood Tower
114 West Seventh Street
Austin, Texas 78701

Telephone: (512) 495-1400

Facsimile: (512) 499-0094

ATTORNEY FOR RELEASEES

RELEASORS:

STEPHANIE GOETZ

KEVIN McGILL

THOMAS BIZZELL

IN WITNESS WHEREOF, the Parties hereto have executed this Release, Covenant Not to Sue, and Settlement Agreement on the dates set forth below.

APPROVED AS TO FORM AND CONTENT:

J. Derek Braziel, Esq.
Attorney for and behalf of Plaintiffs

Gary L. Lewis, Esq.
Attorney for Defendants

STI HEALTHCARE, INC.

By: _____ Date: _____

Title

PERSONAL ADMINISTRATORS, INC.

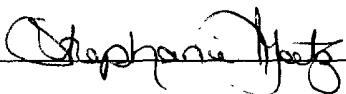
By: _____ Date: _____

Title

WALTER LOEWENBAUM

PATTI O'MEARA

Individual Plaintiff

 _____

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Facsimile: (713) 339-2233
ATTORNEY FOR RELEASORS

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George & Brothers, L.L.P.
1100 Norwood Tower
114 West Seventh Street
Austin, Texas 78701
Telephone: (512) 495-1400
Facsimile: (512) 499-0094
ATTORNEY FOR RELEASEES

RELEASORS :

STEPHANIE GOETZ

KEVIN McGILL


THOMAS BIZZELL

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Telephone: (512) 495-1400
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ATTORNEY FOR RELEASEES

RELEASORS:

STEPHANIE GOETZ

KEVIN MCGILL

THOMAS BIZZELL



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APPROVED AS TO FORM AND CONTENT:

J. Derek Braziel, Esq.
Attorney for and behalf of Plaintiffs

Gary L. Lewis, Esq.
Attorney for Defendants

STI HEALTHCARE, INC.

By: _____
Date: _____

Title

PERSONAL ADMINISTRATORS, INC.


By: _____
Date: _____

Title

WALTER LOEWENBAUM

PATTI O'MEARA

Individual Plaintiff



IN WITNESS WHEREOF, the Parties hereto have executed this Release, Covenant Not to Sue, and Settlement Agreement on the dates set forth below.

APPROVED AS TO FORM AND CONTENT:

J. Derek Braziel, Esq.
Attorney for and behalf of Plaintiffs

Gary L. Lewis, Esq.
Attorney for Defendants

STI HEALTHCARE, INC.

By: _____
Date: _____

Title

PERSONAL ADMINISTRATORS, INC.

By: _____
Date: _____

Title

WALTER LOEWENBAUM

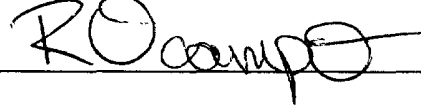
PATTI O'MEARA

Individual Plaintiff

Carol Katryk

ROLAND VELOZ

CAROL KUTRYB



RAPHAEL O'CAMPO

TREVOR BABYAK

LARISA ZLATIC

MARY SCHELTZ

LARRAINE HILLARD

JOHN PERCY

FRANK BAXTER

SUSAN FORD

JEFFREY DUNNING

ROLAND VELOZ

CAROL KUTRYB

RAPHAEL O'CAMPO

TREVOR BABYAK

Trevor Babyak

LARISA ZLATIC

MARY SCHELTZ

LARRAINE HILLARD

JOHN PERCY

FRANK BAXTER

SUSAN FORD

JEFFREY DUNNING

ROLAND VELOZ

CAROL KUTRYB

RAPHAEL O'CAMPO

TREVOR BABYAK

LARISA ZLATIC

Larisa Zlatovic

MARY SCHELTZ

LARRAINE HILLARD

JOHN PERCY

FRANK BAXTER

SUSAN FORD

JEFFREY DUNNING

ROLAND VELOZ

CAROL KUTRYB

RAPHAEL O'CAMPO

TREVOR BABYAK

LARISA ZLATIC

MARY SCHELTZ

Mary Scheltz / With Permission of Derek Braziel JTB

LARRAINE HILLARD

JOHN PERCY

FRANK BAXTER

SUSAN FORD

JEFFREY DUNNING

ROLAND VELOZ

CAROL KUTRYB

RAPHAEL O'CAMPO

TREVOR BABYAK

LARISA ZLATIC

MARY SCHELTZ

LORRAINE

~~LARRAINE~~ **HILLARD**

Lorraine Hillard

JOHN PERCY

FRANK BAXTER

SUSAN FORD

JEFFREY DUNNING

ROLAND VELOZ

CAROL KUTRYB

RAPHAEL O'CAMPO

TREVOR BABYAK

LARISA ZLATIC

MARY SCHELTZ

LARRAINE HILLARD

JOHN PERCY

*Jonathan Percy / With Permission
J. Derek Brazier JDB*

FRANK BAXTER

SUSAN FORD

JEFFREY DUNNING

ROLAND VELOZ

CAROL KUTRYB

RAPHAEL O'CAMPO

TREVOR BABYAK

LARISA ZLATIC

MARY SCHELTZ

LARRAINE HILLARD

JOHN PERCY

FRANK BAXTER



SUSAN FORD

JEFFREY DUNNING

ROLAND VELOZ

CAROL KUTRYB

RAPHAEL O'CAMPO

TREVOR BABYAK

LARISA ZLATIC

MARY SCHELTZ

LARRAINE HILLARD

JOHN PERCY

FRANK BAXTER

SUSAN FORD

[Handwritten signature of Jeffrey Dunning]
JEFFREY DUNNING

With Permission

J. Derek Brazel JDB

ROLAND VELOZ

CAROL KUTRYB

RAPHAEL O'CAMPO

TREVOR BABYAK

LARISA ZLATIC

MARY SCHELTZ

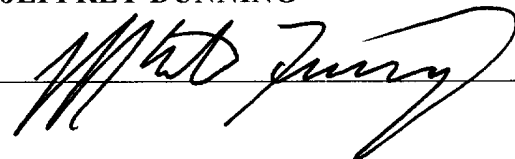
LARRAINE HILLARD

JOHN PERCY

FRANK BAXTER

SUSAN FORD

JEFFREY DUNNING

A handwritten signature in black ink, appearing to read "Jeffrey Dunning", is written over a horizontal line.

RELEASEES:

STI HEALTHCARE, INC.

By 

President

Date: 3/3/04

Title

PERSONAL ADMINISTRATORS, INC.

By 

President

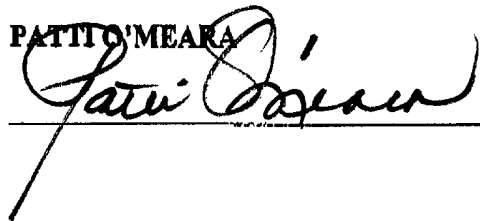
Date: 3/3/04

Title

WALTER LOEWENBAUM



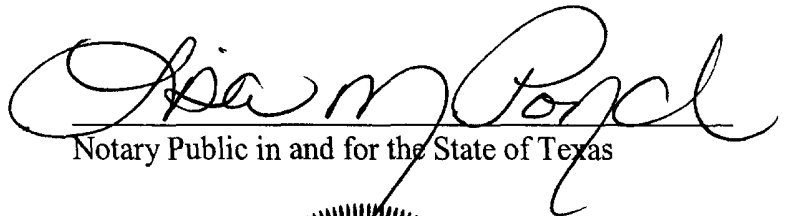
PATTI O'MEARA



STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned notary public, on this date personally appeared
Stephanie Goetz, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged that she has executed the
same for the purposes and consideration herein expressed.

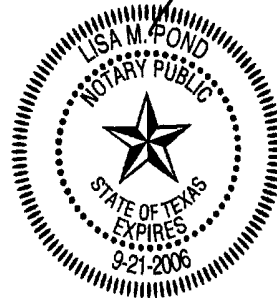
SUBSCRIBED AND SWORN TO BEFORE ME this 24 day of FEB.,
2004.


Notary Public in and for the State of Texas

My Commission Expires:

9-21-06

DALLAS_1\39077163
8974-34 01/02/2004



STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned notary public, on this date personally appeared
Kevin McGill, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged that she has executed the
same for the purposes and consideration herein expressed.

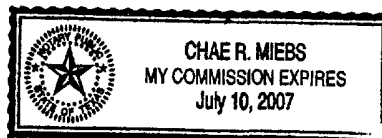
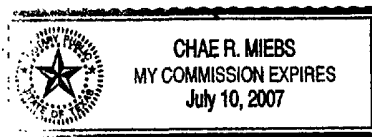
SUBSCRIBED AND SWORN TO BEFORE ME this 1st day of March,
2004.

Chae R. Miebs
Notary Public in and for the State of Texas

My Commission Expires:

7-10-07

DALLAS 1\3907716\3
8974-34 01/02/2004



STATE OF TEXAS §
 §
COUNTY OF Travis §

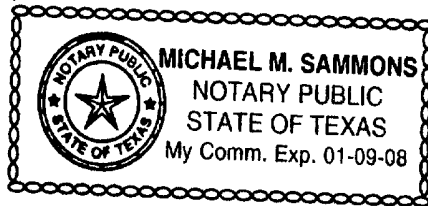
Before me, the undersigned notary public, on this date personally appeared Thomas S. Bizzell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she has executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 27 day of February, 2004.

Michael M. Sammons
Notary Public in and for the State of Texas

My Commission Expires:

01-09-08



DALLAS_1\3907716\3
8974-34 01/02/2004

STATE OF TEXAS §
 §
COUNTY OF Travis §

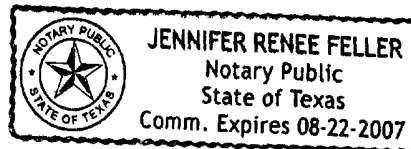
Before me, the undersigned notary public, on this date personally appeared
Carol Kutub, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged that she has executed the
same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 2 day of March,
2004.

Jennifer Renee Feller
Notary Public in and for the State of Texas

My Commission Expires:

8-22-2007

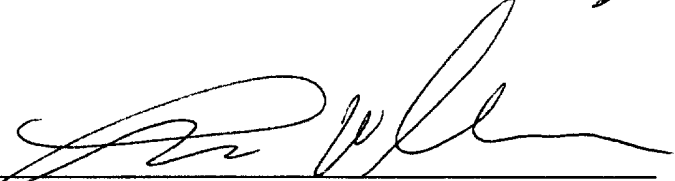


DALLAS 1\3907716\3
8974-34 01/02/2004

California
STATE OF ~~TEXAS~~ §
COUNTY OF *Los Angeles* §

Before me, the undersigned notary public, on this date personally appeared
Raphael Ocampo, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged that she has executed the
same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this *20th* day of *February*
2004.


Notary Public in and for the State of ~~Texas~~
California

My Commission Expires:

1/12/2006

DALLAS_1\39077163
8974-34 01/02/2004



STATE OF TEXAS §
 §
COUNTY OF Travis §

Before me, the undersigned notary public, on this date personally appeared
Trevor Babyak, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged that she has executed the
same for the purposes and consideration herein expressed.

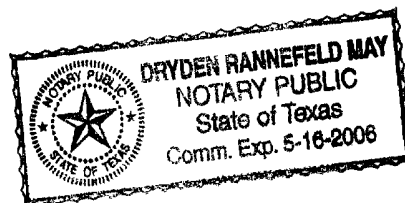
SUBSCRIBED AND SWORN TO BEFORE ME this 26th day of February,
2004.

Dryden Rannefeld May
Notary Public in and for the State of Texas

My Commission Expires:

5-16-2006

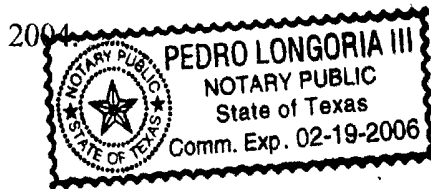
DALLAS_1\39077163
8974-34 01/02/2004

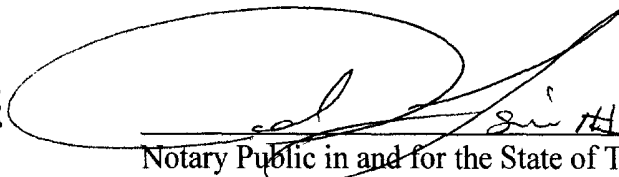


STATE OF TEXAS §
COUNTY OF Travis §
 §

Before me, the undersigned notary public, on this date personally appeared Lorisa Zlatko, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she has executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 26th day of February, 2004.




Notary Public in and for the State of Texas

My Commission Expires:

2-19-06

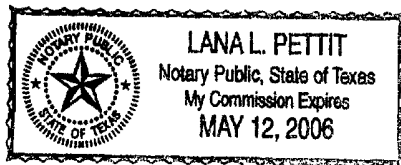
DALLAS 139077163
8974-34 01/02/2004

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned notary public, on this date personally appeared
LORAINC HILLARD, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged that she has executed the
same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 26th day of FEBRUARY,

2004.



Lana L. Pettit
Notary Public in and for the State of Texas

My Commission Expires:

5-12-06

DALLAS_1\39077163
8974-34 01/02/2004

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Before me, the undersigned notary public, on this date personally appeared FRANK BAXTER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she has executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 26 day of February, 2004.

Hubert Bax
Notary Public in and for the State of Texas
FOREIGN NOTARY - STATE OF OHIO

My Commission Expires:

8/30/04

Notary
For The State of C.O.
Notary Expires

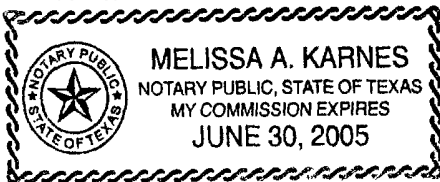
DALLAS_1\3907716\3
8974-34 01/02/2004

STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me, the undersigned notary public, on this date personally appeared
Jeffrey Dunning, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged that she has executed the
same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 3rd day of March,

2004.



Melissa A. Karnes
Notary Public in and for the State of Texas

My Commission Expires:

June 30, 2005

DALLAS_1\3907716\3
8974-34 01/02/2004

MAR-03-2004 WED 10:09 AM PERSONAL ADMINISTRATORS

FAX NO. 5123271940

P. 11

MAR. 1. 2004 9:46AM

GEORGE & BROTHERS

NO. 977 P. 10

STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned notary public, on this date personally appeared G. Walter Loewenbaum, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she has executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 3rd day of March

2004.

Christina Wade

Notary Public in and for the State of Texas

My Commission Expires:

Dec. 14. 04

DALLAS 1139077163
6974-34 01/02/2004

RELEASE COVENANT NOT TO SUE AND SETTLEMENT AGREEMENT

PAGE 9

STATE OF TEXAS §
 §
COUNTY OF Travis §

Before me, the undersigned notary public, on this date personally appeared Patti O'Meara, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she has executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME this 3rd day of March, 2004.

Christine Rhoads
Notary Public in and for the State of Texas

My Commission Expires:

06.14.04

DALLAS_1\3907716\3
8974-34 01/02/2004